TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM348310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Burton Corporation		07/07/2015	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	ABC-Mart, Inc.	
Street Address:	1-11-5 Jinnan	
Internal Address:	Shibuya-Ku	
City:	Tokyo	
State/Country:	JAPAN	
Entity Type:	CORPORATION: JAPAN	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2453570	GRAVIS
Registration Number:	3694142	IV
Registration Number:	4084167	IV

CORRESPONDENCE DATA

Fax Number: 8028627512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 802-863-2375 Email: tmip@drm.com **Correspondent Name:** Peter Kunin

Address Line 1: Downs Rachlin Martin PLLC Address Line 2: 199 Main Street, P.O. Box 190 Address Line 4: Burlington, VERMONT 05402-0190

ATTORNEY DOCKET NUMBER:	03656-059USG3
NAME OF SUBMITTER:	Peter Kunin
SIGNATURE:	/Peter Kunin/
DATE SIGNED:	07/16/2015

Total Attachments: 2

source=Assignment to ABC#page1.tif source=Assignment to ABC#page2.tif

> TRADEMARK **REEL: 005578 FRAME: 0563**

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), is made and effective as of June 1, 2015 (the "Effective Date"), by and between The Burton Corporation, a corporation duly incorporated and existing under the laws of the State of Vermont with an address of 80 Industrial Parkway, Burlington, VT 05401 (the "Assignor"), and ABC-MART, Inc., a corporation duly incorporated and existing under the laws of Japan, with an address of 1-11-5 Jinnan, Shibuyaku, Tokyo 150-0041, Japan (the "Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of June 5, 2015 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee its entire right title and interest in and to the Trademarks (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration for the mutual promises and covenants set forth in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

- 1. <u>Assignment.</u> Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on <u>Exhibit A</u>, attached hereto (collectively, the "Assigned Trademarks"), together with the goodwill of Assignor's business connected with the use of and symbolized by the Assigned Trademarks.
- 2. <u>Terms of the Purchase Agreement</u>. This Trademark Assignment is being delivered pursuant to, and is subject to and has the benefit of, the representations, warranties, conditions, limitations, covenants, agreements and indemnities set forth in the Purchase Agreement. Nothing contained in this Trademark Assignment shall expand, reduce, modify or waive any rights or obligations of the parties under the Purchase Agreement. In the event that any of the provisions of this Trademark Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.
- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Trademark Assignment may be delivered by facsimile copier or electronic transmission.
- 4. <u>Governing Law.</u> This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law principles.

[Signature page follows.]

* \$ * *

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

THE BURTON CORPORATION

Name:

STATE OF VERMONT

| STATE OF VERMONT | COUNTY, SS.

At 21 10 10 this 22 day of June, 2015, personally appeared 10 10 duly authorized agent for The Burton Corporation and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of The Burton Corporation.

Before me:

Notany Public

-2-

RECORDED: 07/16/2015